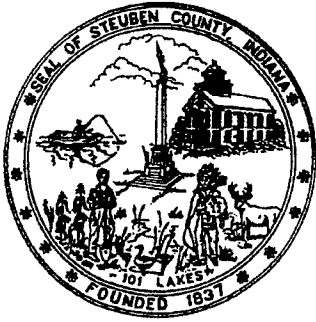
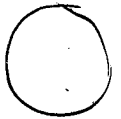


76EXP17



STEUBEN COUNTY ASSESSOR'S OFFICE

317 S. WAYNE SUITE 2G

ANGOLA IN 46703

PHONE: 260-668-1000 X1000 FAX: 260-665-8483

FACSIMILE TRANSMITTAL SHEET

TO: MATT HENRY

FROM: LARRY H. MAY
STEUBEN COUNTY ASSESSOR

COMPANY:
MANATRON INC

DATE:
FEBRUARY 25, 2004

FAX NUMBER:
(269) 567-2930

TOTAL NO. OF PAGES
INCLUDING COVER: 2

PHONE NUMBER:

RE: UPDATE PROVAL TO V6.4.1

Larry May

From: Matt Henry [Matt.Henry@Manatron.com]
Sent: Tuesday, February 24, 2004 1:33 PM
To: Larry May
Cc: Kathy Moore
Subject: Steuben County, Indiana - Schedule # IN2002.086.05

February 24, 2004

Steuben County
 Mr. Larry May - Assessor
 317 South Wayne St, Suite 2G
 Angola, Indiana 46703

Dear Mr. May:

Enclosed please find your Schedule with Manatron. We are pleased with your decision to do business with us.

Please print two (2) complete copies of the attached schedule.

The general terms and conditions in your existing Master # IN2002.086 will serve for this purchase as well as all future purchases from Manatron, alleviating the necessity for repeated review of the standard terms and conditions.

Manatron acknowledges that all prices quoted are valid until March 24, 2004 as long as the products are available.

On approval, signatures should be made on the appropriate pages of both copies of the Schedule. Once approved, please fax one complete copy to my attention at (269) 567-2930. I will initiate the order delivery process when I receive the signed fax. Also, please return both copies of the Schedule to:

2/25/2004

Manatron, Inc.
Contract Administration
 510 East Milham Avenue
 Portage, Michigan 49002

Once the signed originals are received, we will have the necessary signatures entered and send one fully executed copy to you for your records and we will retain one for our records.

If you have any questions during your review of the Schedule, please feel free to contact me at our corporate office, (800) 539-6262.

Sincerely,

Matthew Henry

Matthew Henry
 Contract Administration

2/25/2004

**SCHEDULES FOR MASTER AGREEMENT FOR LICENSED
SOFTWARE, HARDWARE AND SERVICES**

The attached Schedules Numbered IN2002.086.05 are made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2002.086 between Manatron, Inc. and the undersigned Customer (the "Agreement").

By and Between	And
MANATRON, INC. 510 E. Milham Avenue Portage, Michigan 49002 ("Manatron")	STEBEN COUNTY, INDIANA 317 South Wayne Street Angola, Indiana 46703 ("Customer"):
Attention: <u>Vicky Mergen, Contract Administration</u>	Attention: <u>Mr. Larry May</u>
Telephone No.: <u>(800) 666-5300 x 197</u>	Telephone No.: <u>(260) 668-1000</u>
Fax No.: <u>(269) 567-2930</u>	Fax No.: _____
E-mail Address: <u>vicky.mergen@manatron.com</u>	E-mail Address: _____

The parties have executed these Schedules as of the dates set forth below their respective signatures.

MANATRON, INC.

STEBEN COUNTY, INDIANA - ASSESSOR

By: _____
(Signature)

By: Larry H. May
(Signature)

Its: _____
(Title)

Its: STEBEN COUNTY ASSESSOR
(Title)

Date: _____

Date: FEBRUARY 25, 2004

Witnessed: _____

By: _____

By: _____
(Signature)

Its: _____
(Title)

Date: _____

By: _____
(Signature)

Its: _____
(Title)

Date: _____

Witnessed: Larry H. May

Date: 2-25-04

SIGNATURE PAGE

Master No. IN2002.086

Date: February 24, 2004

**SCHEDULES FOR MASTER AGREEMENT FOR LICENSED
SOFTWARE, HARDWARE AND SERVICES**

The attached Schedules Numbered IN2002.086.05 are made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2002.086 between Manatron, Inc. and the undersigned Customer (the "Agreement").

By and Between	And
MANATRON, INC. 510 E. Milham Avenue Portage, Michigan 49002 ("Manatron")	STEBEN COUNTY, INDIANA 317 South Wayne Street Angola, Indiana 46703 ("Customer"):
Attention: <u>Vicky Mergen, Contract Administration</u> Telephone No.: <u>(800) 666-5300 x 197</u> Fax No.: <u>(269) 567-2930</u> E-mail Address: <u>vicky.mergen@manatron.com</u>	Attention: <u>Mr. Larry May</u> Telephone No.: <u>(260) 668-1000</u> Fax No.: _____ E-mail Address: _____

The parties have executed these Schedules as of the dates set forth below their respective signatures.

MANATRON, INC.

STEBEN COUNTY, INDIANA - ASSESSOR

By: _____
(Signature)

By: Larry H. May
(Signature)

Its: _____
(Title)

Its: STEBEN COUNTY ASSESSOR
(Title)

Date: _____

Date: FEBRUARY 25, 2004

Witnessed: _____

By: _____

By: _____
(Signature)

Its: _____
(Title)

Date: _____

By: _____
(Signature)

Its: _____
(Title)

Date: _____

Witnessed: Pamela Vukobratovic

Date: 2-25-04

SIGNATURE PAGE

Master No. IN2002.086
Date: February 24, 2004

**SCHEDULES FOR MASTER AGREEMENT FOR LICENSED
SOFTWARE, HARDWARE AND SERVICES**

The attached Schedules Numbered IN2002.086.05 are made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2002.086 between Manatron, Inc. and the undersigned Customer (the "Agreement").

By and Between	And
MANATRON, INC. 510 E. Milham Avenue Portage, Michigan 49002 ("Manatron")	STEBEN COUNTY, INDIANA 317 South Wayne Street Angola, Indiana 46703 ("Customer"):
Attention: <u>Vicky Mergen, Contract Administration</u>	Attention: <u>Mr. Larry May</u>
Telephone No.: <u>(800) 666-5300 x 197</u>	Telephone No.: <u>(260) 668-1000</u>
Fax No.: <u>(269) 567-2930</u>	Fax No.: _____
E-mail Address: <u>vicky.mergen@manatron.com</u>	E-mail Address: _____

The parties have executed these Schedules as of the dates set forth below their respective signatures.

MANATRON, INC.

By: _____
(Signature)

Its: _____
(Title)

Date: _____

Witnessed: _____

By: _____

STEBEN COUNTY, INDIANA - ASSESSOR

By: Larry H. May
(Signature)

Its: STEBEN COUNTY ASSESSOR
(Title)

Date: FEBRUARY 25, 2004

By: _____
(Signature)

Its: _____
(Title)

Date: _____

By: _____
(Signature)

Its: _____
(Title)

Date: _____

Witnessed: Pamela V. V. V.

Date: 2-25-04

SIGNATURE PAGE

Master No. IN2002.086

Date: February 24, 2004

MAINTENANCE AND SUPPORT SERVICES SCHEDULE FOR STEUBEN COUNTY, INDIANA

Schedule No. IN2002.086.05 to the Master Agreement for Licensed Software, Hardware and Services.

This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2002.086 between Manatron, Inc. and the undersigned Customer (the "Agreement").

SOFTWARE SUPPORT SERVICES			
Software Product	Model Number	Annual Price	Office
ProVal V6.4.1 Software Support*	PAPP-S	\$ 600.00	Assessor
Total Software Support Services Fees:			\$ 600.00

*Software Support Fee listed above is in addition to current fees.

SOFTWARE SUPPORT PAYMENT TERMS: Support fees are due and payable in advance of each annual term and subject to increases as defined in section 8.2 of the Master Agreement.

CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE OR SUPPORT.

THIRD-PARTY SOFTWARE SUPPORT: Company will be the primary interface through direct communications with vendors, manufacturers and service providers of the Third-Party Software. As part of first-level support, Company shall diagnose errors or problems reported by Customer. If the errors or problems are determined by Company to be related to the Third-Party Software, Company shall contact the appropriate service to provide for the Third-Party Software and to provide assistance in connection with the resolution of the error or problem.

TERM OF SUPPORT SERVICES SCHEDULE: Support Services shall commence on Agreement execution (signing) and shall continue for an initial period of twelve (12) months. This Schedule shall renew automatically for additional terms of twelve (12) months unless either party provides the other written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent twelve-month term. If Support Services are discontinued by Customer or terminated for any period, and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fee.

DELAYED BILLING FEES: If Customer is billed on a monthly basis for Software Support Services Fees, Customer shall pay Manatron an annual delayed billing fee equal to the greatest of 5% of the total Software Support Services or Three Hundred Dollars (\$300.00). The delayed billing fee may be paid in equal monthly installments.

SOFTWARE SCHEDULE FOR STEUBEN COUNTY, INDIANA

Schedule No. IN2002.086.05 to the Master Agreement for Licensed Software, Hardware and Services.

This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2002.086 between Manatron, Inc. and the undersigned Customer (the "Agreement").

SOFTWARE					
Software Description	Model Number	QTY	Unit Price	Total Price	Office
ProVal V6.4.1 Software	PAPP	1	\$ 5,000.00	\$ 5,000.00	Assessor
Total Software Fees:					\$ 5,000.00

SOFTWARE USE RESTRICTIONS: Total maximum users 49 including four users listed above.

TERM OF SOFTWARE SCHEDULE: This Schedule shall expire upon the completion of the installation of the Software and the payment of all fees as specified in this Schedule.

SOFTWARE PAYMENT TERMS: Manatron shall invoice 100% of the Software on agreement execution (signing).

Master No. IN2002.086

Date: February 24, 2004

SUMMARY SCHEDULE FOR STEUBEN COUNTY, INDIANA

ONE TIME FEES	
DESCRIPTION	Total Price
SOFTWARE	\$ 5,000.00
Total One Time Fees - Plus Freight:	\$ 5,000.00

ONGOING FEES	
DESCRIPTION	Total Price
SOFTWARE SUPPORT SERVICES	\$ 600.00
Total Ongoing Fees:	\$ 600.00

Master No. IN2002.086

Date: February 24, 2004